

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. _____

<p>JOEY A. SCHNOBRICH, Plaintiff(s)</p> <p>v.</p> <p>NELSON, WATSON & ASSOCIATES, LLC.; GEORGE NELSON, II; GEORGE NELSON, III, GREG CERULLO and JOHN DeMINICO. Defendants</p>	<p>04 - 10491 PBS</p> <p><i>RBC</i></p> <p><u>MAGISTRATE JUDGE</u></p> <p>RECEIPT # _____ AMOUNT \$150 _____ SUMMONS ISSUED <i>(yes)</i> _____ LOCAL RULE 4.1 _____ WAIVER FORM _____ MCF ISSUED _____ BY DPTY. CLK <i>F.O.M.</i> _____ DATE <u>3/11/04</u></p>
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VERIFIED COMPLAINT

JURISDICTION

1. The Plaintiff, JOEY A. SCHNOBRICH, hereby states that this Court has subject matter jurisdiction over all claims and controversies alleged herein pursuant to 28 U.S.C. § 1331 as said claims and controversies arise under Federal Statutory law.
2. That this Court has further jurisdiction over all supplemental claims and controversies pursuant to 28 U.S.C. § 1367(a) as said supplemental claims are transactionally related to the claims that allege violations of federal law.

PARTIES

3. The Plaintiff, JOEY A. SCHNOBRICH, is an individual who resides at 69 Hunters Run, Haverhill, Massachusetts in the County of Essex.

4. The Defendant NELSON, WATSON & ASSOCIATES, LLC, is a Limited Liability Company duly formed pursuant to the Massachusetts Limited Liability Company Act. That the principal place of business of the defendant NELSON, WATSON & ASSOCIATES, LLC, (hereinafter "NELSON/WATSON") is located at 88 Essex Street, Horne Building, Suite 7, Haverhill Massachusetts in the County of Essex.
5. The registered agent for service of NELSON, WATSON & ASSOCIATES, LLC is the Defendant George Nelson II and that the address for said registered agent is 3 Farm Road, Georgetown, MA, County of Essex.
6. Upon information and belief, George Nelson II no longer resides nor owns 3 Farm Road, in Georgetown MA and that NELSON/WATSON has failed to properly amend its filings with the Secretary of the Commonwealth.
7. The Defendant GEORGE NELSON II is an individual as well as a member of the Defendant NELSON/WATSON, and he resides at 301 Hollybrook Farm Lane, Vass, North Carolina.
8. The Defendant GEORGE NELSON III is an individual as well as a member of the Defendant NELSON/WATSON, and he resides at 29 14th Avenue, Haverhill Massachusetts in the County of Essex.
9. The Defendant GREG CERULLO is an individual as well as a member of the Defendant NELSON/WATSON, and he resides at 16

Crowninshield Street, Peabody, Massachusetts in the County of Essex.

10. The Defendant John DeMinico is an individual who resides at 97 Arlington Street, Haverhill, Massachusetts in the County of Essex.

**SHORT SUMMARY FOR THE
CONVENIENCE OF THE COURT**

11. This case arises out of the Plaintiff's alleged violations that the Defendants acted individually as well as in concert to willfully and intentionally violate 18 U.S.C § 2701, 2707 of the Stored Wire and Electronic Communications Act. The Plaintiff alleges that in order to gain an unfair advantage in a state law civil dispute regarding the Plaintiff's interest in the Defendant NELSON/WATSON, and in order to gain an unfair competitive advantage with respect to the Plaintiff's competing debt collection business, that the Defendants GEORGE NELSON, II, GEORGE NELSON, III and GREG CERULLO, individually and on behalf of NELSON/WATSON caused the Defendant JOHN DeMINICO to unlawfully and intentionally access without authorization the Plaintiff's two personal email accounts, on numerous occasions. That in so doing the Defendants gained access to and read not only the Plaintiff's private personal and business communications but that they further read Attorney Client Privileged materials from attorney Daniel P. Tarlow who was representing the Plaintiff in settlement discussions with NELSON/WATSON as well as Attorney James Troisi who was representing the Plaintiff in unrelated matters. The Plaintiff

hereby states that this paragraph is merely a summary for the convenience of the court and does not require a responsive pleading.

COUNT I
VIOLATIONS OF 18 U.S.C. § 2701
(George Nelson II)

12. On or about February 5th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
13. On or about February 6th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
14. On or about February 10th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to

- intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
15. On or about February 17th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
16. On or about February 18th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
17. On or about February 19th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired,

directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.

18. On or about February 17th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as joeymsw@comcast.net in violation of 18 U.S.C. § 2701.
19. Upon Information and Belief, on dates prior to February 5th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net as well as the Plaintiff's email account designated and identified as joeymsw@comcast.net in violation of 18 U.S.C. § 2701.

20. Upon Information and Belief, on dates subsequent to February 19th, 2004 the Defendant GEORGE NELSON II, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net as well as the Plaintiff's email account designated and identified as joeysmw@comcast.net in violation of 18 U.S.C. § 2701.
21. That in so doing, by intentionally accessing, without authorization, a facility through which an electronic communication service is provided the defendant GEORGE NELSON, II obtained access to the Plaintiff's confidential, personal and business information.
22. That in so doing, by intentionally accessing, without authorization, a facility through which an electronic communication service is provided the defendant GEORGE NELSON, II obtained access to information of the Plaintiff which is protected by the Attorney Client Privilege.
23. That said action of intentionally accessing, without authorization, a facility through which an electronic communication service is provided was willful and intentional.
24. That as a result of the actions of the Defendant GEORGE NELSON II, the Plaintiff has been damaged.

COUNT II
VIOLATIONS OF 18 U.S.C. § 2701
(George Nelson III)

25. The Plaintiff hereby re-states and re-alleges paragraphs 1 through 24 as though the same were set full herein at length.
26. On or about February 5th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
27. On or about February 6th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
28. On or about February 10th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to

- intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as *rollsroyce@nextel.blackberry.net* in violation of 18 U.S.C. § 2701.
29. On or about February 17th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as *rollsroyce@nextel.blackberry.net* in violation of 18 U.S.C. § 2701.
30. On or about February 18th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as *rollsroyce@nextel.blackberry.net* in violation of 18 U.S.C. § 2701.
31. On or about February 19th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired,

directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.

32. On or about February 17th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as joeymsw@comcast.net in violation of 18 U.S.C. § 2701.
33. Upon Information and Belief, on dates prior to February 5th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net as well as the Plaintiff's email account designated and identified as joeymsw@comcast.net in violation of 18 U.S.C. § 2701.

34. Upon Information and Belief, on dates subsequent to February 19th, 2004 the Defendant GEORGE NELSON III, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net as well as the Plaintiff's email account designated and identified as joeymsw@comcast.net in violation of 18 U.S.C. § 2701.
35. That in so doing, by intentionally accessing, without authorization, a facility through which an electronic communication service is provided the defendant GEORGE NELSON, III obtained access to the Plaintiff's confidential, personal and business information.
36. That in so doing, by intentionally accessing, without authorization, a facility through which an electronic communication service is provided the defendant GEORGE NELSON, III obtained access to information of the Plaintiff which is protected by the Attorney Client Privilege.
37. That said action of intentionally accessing, without authorization, a facility through which an electronic communication service is provided was willful and intentional.
38. That as a result of the actions of the Defendant GEORGE NELSON III, the Plaintiff has been damaged.

COUNT III
VIOLATIONS OF 18 U.S.C. § 2701
(Greg Cerullo)

39. The Plaintiff hereby re-states and re-alleges paragraphs 1 through 38 as though the same were set full herein at length.
40. On or about February 5th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
41. On or about February 6th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
42. On or about February 10th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to

intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.

43. On or about February 17th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
44. On or about February 18th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.
45. On or about February 19th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired,

directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net in violation of 18 U.S.C. § 2701.

46. On or about February 17th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as joeymsw@comcast.net in violation of 18 U.S.C. § 2701.
47. Upon Information and Belief, on dates prior to February 5th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net as well as the Plaintiff's email account designated and identified as joeymsw@comcast.net in violation of 18 U.S.C. § 2701.

48. Upon Information and Belief, on dates subsequent to February 19th, 2004 the Defendant GREG CERULLO, individually and on behalf of the Defendant NELSON/WATSON, hired, directed or otherwise caused the Defendant JOHN DeMINICO to intentionally access, without authorization a facility through which an electronic communication service is provided and in so doing, unlawfully accessed the Plaintiff's email account designated and identified as rollsroyce@nextel.blackberry.net as well as the Plaintiff's email account designated and identified as joeymsw@comcast.net in violation of 18 U.S.C. § 2701.
49. That in so doing, by intentionally accessing, without authorization, a facility through which an electronic communication service is provided the defendant GEORGE NELSON, II obtained access to the Plaintiff's confidential, personal and business information.
50. That in so doing, by intentionally accessing, without authorization, a facility through which an electronic communication service is provided the defendant GEORGE NELSON, II obtained access to information of the Plaintiff which is protected by the Attorney Client Privilege.
51. That said action of intentionally accessing, without authorization, a facility through which an electronic communication service is provided was willful and intentional.
52. That as a result of the actions of the Defendant GREG CERULLO, the Plaintiff has been damaged.